(P. 1)

Previous references.

1915

(S. R.

Later references.

File No. 31–13

Serial Nos. 548

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 548

Part B. for January 1915

SUBJECT.

Issues instructions regarding the adjudication of stamp duty leviable on a document styled an indemnity bond

From the Deputy Commr Bangalore
No S.986 of 2.5.1914
Solicits instructions ~~as~~ amount stamp duty leviable on a document alleged as "Indemnity Bond"

2nd Do the Deputy Commr Bangalore
No Fl 2299 of 30-11-14
Issues instructions in the above matter.

G. R. S. 58

CW 2/1

G.R.S. 11] 1913.

GENERAL AND REVENUE SECRETARIAT.

(S.R.)

NOTES.

File No. 31-13

FILE HEADING.

Adjudication of stamp duty on certain documents impounded in the Bangalore Dr.

From

The Deputy Commissioner, Bangalore Dr

No. S.896. Dated 2.5.14. Received 4.5.14.

Diary No. 4454	Enclos.	Spare Copies.	Serial No. 5

BRIEF ABSTRACT OF LETTER.

Solicits instructions as to the proper stamp duty leviable on an alleged 'Indemnity Bond' received impounded from the Dt Registrar, Bangalore, as being insufficiently stamped.

NOTES AND ORDERS.

3. The terms of the document are given in para 2 of the Deputy Com's letter.

2. The document is stated to have been written on a 5 Rs stamp paper as an 'Indemnity Bond', but the Dy Com' is of opinion that it requires

NOTES—First Sheet.

GPB—35,000—15-6-12

Serial No.

a stamp duty of Rs 50, as it looks like an indemnity bond, a mortgage deed without possession and also an agreement?

3. It is doubtful if the instrument can be regarded as an 'Indemnity Bond' at all; please see Madras Board's Pro. no. 399 dt 17.9.1897 quoted on page 269 of Narotam Desai's Indian Stamp Act. If that case is considered parallel to the present one, the instrument may have to be held to be a mortgage deed without possession, leviable with a stamp duty of Rs 52-8-0. Even if it is considered as an indemnity bond, a mortgage deed and also an agreement as opined by the Dy Com^r, it is not clear if separate stamp duty has to be paid in respect of each of these; please see the portions marked on page 57 of the book referred to.

4. Submitted for orders. It is usual in such cases to consult the Government Advocate.

ASR 6.11.14 5/11 — 5 Forwarded to the Govt Advocate for favour of opinion

Sd. V Ramanna 6.11.14

P.T.O.

The delay in submitting this case is explained in the statement of pending cases called for by the Assistant Secretary

ASR

No. R. 56

6-11-14

Send a copy of Indian Stamp Act

NOTE—Contn. sheet.

GPB—03,000—15-9-14

General and Revenue Secretariat. | S.R File No. 31 of 1914.

Serial No. 6

C.O. 31/14-15

II
9/11 Rev

11 S.R.

The document in question is primarily a hypothecation deed whereby the properties of the Executant are hypothecated to the joint-promisor. This course is taken obviously for the reason that the Co-promisor being only a Surety the principal debtor wishes to absolve him altogether from liability to the Bank and to better effectuate his intention he offers as Collateral Security for the undertaking on his part to indemnify the Surety the properties referred to in the hypothecation deed. As in law the liability of the Surety to the original Creditor is Coterminous with that of the principal debtor the Security under the document in question will ensure to the benefit of the first named person ie the Surety until the loan to the Bank is fully discharged. Under these circumstances the indemnity

NOTE—Contn. sheet.

GPB—03,000—15-9-14

Serial No.

Clause contained in the former portion of the Doct is only ancilliary to the hypothecation deed itself and is not liable to bear a separate Stamp duty. Likewise the portion of the Doct containing the agreement referred to by the D. Com. need not be separately stamped for though it may be said to Embody a separate Contract it does not comprise a distinct subject matter so as to be rendered liable for separate Stamp duty.

7. Hence in my opinion the document is sufficiently stamped if it bears the duty of Rs 52-8-0 on the footing of a deed of Mortgage without possession.

S Doraiswamy Jr
7-11-14 for A.G.

8. Submitted
ASR 108 7/11 (Gleser)

le 7/11/14

[G. R. S. 12]

General and Revenue Secretariat. | S-R File No. 31 of 1913.

Serial No. 9.

1454

I agree with the Govt Advt. A draft in accordance with it may be submitted by the Mtg for the First Member for orders.

Illegible
16/11
10. Illegible

11: Draft Submitted.

ASR 108 16/11

(1st Member) 16/11

Illegible

This order may go on the responsibility of the Secretary -

17/11/14

Illegible 18/11

May the draft come? 18/11

(Orders)

Illegible Illegible 23/11

To the Deputy Commissioner Bangalore Dt.

H. 22 99 dated 30-11-1914

8- States that the document may be regarded as a mortgage without possession and as such assessed with a Stamp duty of Rs 5 2-8-0.

ab B

NOTE—Contn. sheet.

GPR—50,000—7-11-13

F/415 File

From [illegible] 191

Dum

To The Deputy Commissioner
Bassein District

The Secretary to Govern-
ment
General Revenue

Dated

Despatched 2-5-14

Received

General No. 1896

No.

Enclosure No. one

Forwards an extract of a document
received unstamped from the
District Registrar as being
insufficiently stamped
and requesting adjudication
as to the proper stamp duty

DIARY No. 4454

10/3-1914

SECTION SR

31-13

5

(b)

Office of the Deputy Commissioner
Bangalore District
Dated 2nd May 1944.

From

K Chandy Esquire, B.A.
Deputy Commissioner
Bangalore District

To,

Dr. Narasimharao Esquire B.A.B.L.
Offg. Secretary to the Government
General & Revenue Departments
Bangalore

Sir,

I have the honor to forward herewith an extract of a document received impounded from the District Registrar, Bangalore with his no. 1177 dated 29-4-1944 as being insufficiently stamped and requesting adjudication as to the proper stamp duty leviable thereon.

The document is stated to be an "Indemnity" Bond executed on a stamp paper of Rs 5/- in which the executant undertakes to absolve the Joint responsibility of the claimant from his security for paying off a debt of Rs 10500/- taken on the Joint responsibility of the executant and the claimant. The document further states that the executant himself would clear off the debt in the bank

bank ~~bethen~~ three months and as a Security
therefor has mortgaged (without possession)
the properties noted in the Schedule, Stipulating
also that if the said properties should be disposed
off otherwise, the realizations therefrom would
be credited towards the loan in the bank
and so much of the responsibility of the
Claimant would be absolved and that
in such a case the property so disposed off
should be Considered as redeemed or free
from the mortgage.

3. This document looks like an
indemnity bond, a mortgage deed without
possession and also an agreement, and
as such requiring a stamp duty of Rs
5-+52½+½) or as 58 in all.

4. However as I feel doubtful as to
the proper duty that has to be levied on
the document, I Solicit instruction in
the matter.

I have the honor to be,
Sir,
Your most obedient Servant
K Maudy
Deputy Commissioner
Bellary Bellary Districts.
2/5-

ಸೆ॥ 1913 ಕ್ಕೆ ಮಾನ್ಯ ಸಹಕಾರಿ ಸಂಘಗಳ ಉಪ ರಿಜಿಸ್ಟ್ರಾರ್ ರವರು ---

--- ಗಳಾಗಿ --- (ಮಾಲು)

ಅವರು ಹೊಂದಿದ್ದ ಅಧಿಕಾರವನ್ನು --- ಸಹಕಾರಿ ಸಂಘಗಳ ಕಾಯಿದೆಯ

ಪ್ರಕಾರ ಸಹಕಾರಿ ಸಂಘಗಳ ಉಪ ರಿಜಿಸ್ಟ್ರಾರ್ ರವರಿಗೆ ---

ಅವರು ಕೊಟ್ಟ ಪ್ರಮಾಣ ಪತ್ರದ ಪ್ರಕಾರ ---

ಅಂತಿಮವಾಗಿದ್ದು. ಆದರೆ ಸಹಕಾರಿ ಸಂಘಗಳ ಕಾಯಿದೆಯ

ಪ್ರಕಾರ ಸಹಕಾರಿ ಸಂಘಗಳ ಉಪ ರಿಜಿಸ್ಟ್ರಾರ್ ರವರಿಗೆ ---

ಅಧಿಕಾರವನ್ನು ಕೊಟ್ಟಿರುವುದರಿಂದ ಆ ಅಧಿಕಾರವನ್ನು

ಅವರು ಚಲಾಯಿಸಿದ್ದಾರೆ

Giving instructions regarding the proper stamp duty leviable on a document styled an indemnity bond.

(9)

G. R. S. 26]

23/4

File No. 31-13.

Serial No. 8

Diary No. of letter replied to 4454

... Jc 2299
30-11-14

General and Revenue Secretariat
(S.R.)
, *the* 191 .

To

The Deputy Commissioner,

Bangalore Dr

Sir,

With reference to your letter no. S. 896 dt 2.5.14 soliciting instructions as to the proper stamp duty leviable on a document styled an indemnity bond received inpounded from the District Registrar, Bangalore, as being insufficiently stamped, I am directed to state that the document ~~should~~ may be regarded as a mortgage deed without possession and as such assessed with a stamp-

over.

Date of issue

Signed by

Paper under reference

SUBJECT.

Jc 27/11/14

duty of Rs 52-8-0. The indemnity clause and the agreement contained in it need not be separately stamped, as the former is only ancillary to the mortgage itself, and as the latter, though embodying a separate contract, does not comprise a distinct subject matter.

I have &c

16/11/14

For Offg: Secy. Draft 13/11

Asst 108 16/11

List of enclosures,

Copied by

Examined by

G.P.O.—20,000—4-3-13